

REQUEST FOR PROPOSAL (RFP)
DEMOLITION AND RESTORATION SERVICES

RFP Number:	TRA Trust 2011-03
Date Available	October 20, 2011
Pre-Bid Meeting:	1:00 p.m. CST on Monday, October 31, 2011 @ Treece City Hall, Treece, KS
Submittal via US Mail or Contract Carrier	Bids submitted by US Mail or contract carrier must be received by 5:00 p.m. CST on Thursday, November 17, 2011 at: TRA Trust, c/o Bob Jurgens, KDHE, 1000 SW Jackson, Suite 410, Topeka, KS 66612-1367
Delivery In Person	Bids will be accepted via personal delivery from 12:30 p.m. to 1:00 p.m. CST on Monday, November 21, 2011 in the Cherokee County Courthouse Break Room, Garden Level, 110 West Maple Ave., Columbus, Kansas. Mail or contract delivery is not available the day of the bid openings. Late bids will not be accepted for consideration.
Bid Opening	1:05 p.m. on Monday, November 21, 2011 in the Cherokee County Courthouse Break Room, Garden Level, 110 West Maple Ave., Columbus, Kansas.
Contract Award Date	TRA Trustee Meeting: Approx. 12:00 p.m. CST, November 28, 2011 in the Cherokee County Courthouse Break Room, Garden Level, 110 West Maple Ave., Columbus, Kansas.
Technical Questions:	Bob Jurgens, KDHE: 785-296-1914
Item:	Demolition and Restoration Services
Agency:	Treece Relocation Assistance Trust, Columbus, Kansas
Period of Contract:	Date of Trust award through June 30, 2013
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of demolition and restoration services for the Treece Relocation Assistance Trust during the contract period referenced above. Multiple contractors may be selected at the Trust's discretion.

Electronic Copies of RFP # TRA Trust 2011-03 are available at the Project Web Page at www/kdheks.gov/treece or by request from the Treece Relocation Assistance Trust (Trust) by contacting Bob Jurgens, Kansas Department of Health and Environment (KDHE) via email at bjurgens@kdheks.gov or calling (785) 291-3252. KDHE is only providing technical and administrative assistance to the Trust and is not a party in the contract award associated with this RFP.

SIGNATURE SHEET

Item: Demolition & Restoration Services for Treece Relocation Assistance Project

Agency: Treece Relocation Assistance Trust

Closing Date: November 21, 2011 @ 1:00 PM (Hand Delivered to Trust) or ***must be received*** by 5:00 p.m. CST on Thursday, November 17, 2011 if delivered by US Mail or Contract Carrier.

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation: _____

Mailing Address: _____ City & State: _____ Zip: _____

Telephone: _____ Cell: _____ Fax: _____

Tax Number: _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name: _____

Mailing Address: _____ City & State: _____ Zip: _____

Telephone: _____ Cell: _____ Fax: _____

E-Mail: _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name: _____

Mailing Address: _____ City & State: _____ Zip: _____

Telephone: _____ Cell: _____ Fax: _____

E-Mail: _____

VENDOR RESPONSE CHECK-LIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Vendors are instructed to utilize this list **and include it with their bid submission**. In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Bidders must complete the page numbers required below.

Response Page No. _____	Signature Sheet	(RFP page 2)
Response Page No. _____	Bidder Certification	(RFP Attachment A)
Response Page No. _____	Immigration Reform Certificate	(RFP Attachment C)
Response Page No. _____	Tax Clearance	(RFP Attachment D)
	<i>(including individual subcontractor information)</i>	
Response Page No. _____	Anti Lobbying Certification	(RFP Attachment E2)
Response Page No. _____	Debarment Certification	(RFP Attachment E3)
Response Page No. _____	Transmittal Letter	(Per RFP Section 2)
Response Page No. _____	Experience	(Per RFP Section 3)
Response Page No. _____	Qualifications	(Per RFP Section 2.4)
Response Page No. _____	References	(Per RFP Section 2.5)
Response Page No. _____	Subcontractor information, if applicable	(Per RFP Section 3.12)
Response Page No. _____	Exceptions to RFP noted, if applicable	(Per RFP Instructions Section)

The following items have been submitted, as required:

_____	Literature submitted as required	(Per RFP Sections 2 & 3)
_____	Insurance/Bond information provided as required	(Per RFP Section 3.13 & 3.14)
_____	Proper number of copies submitted	(Per RFP Section 2.1)
_____	Proprietary/Confidential information in separate packet	(Per RFP Section 1.15)
_____	Media on separate CD/disks, if applicable	(Per RFP Response Section)
_____	Bid Sheets	(RFP Attachment G)
_____	Signed Amendments (if any)	(RFP Section 1.8)

Periodic Report Contact Information (See RFP Section 5.11)

Contact Person for Quarterly Report Issues: _____

Company Name: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

1 INSTRUCTIONS

Nothing in this RFP shall be construed to create any legal obligation on the part of the Treece Relocation Assistance Trust (Trust) or any respondents. The Trust reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage.

1.1 Request for Proposal Number: TRA Trust 2011-03

The RFP number (TRA Trust 2011-03), has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Trust's technical representative noted below:

TRUST DESIGNEE:

Bob Jurgens, KDHE Program Manager, Phone: (785) 296-1914, E-mail: bjurgens@kdheks.gov.

There shall be no communication with any other Trust representative regarding this RFP except with KDHE Program Manager in attendance ONLY DURING:

- Negotiations,
- Contract signing, and
- as otherwise specified in this RFP.

Violations of this provision by bidder or Trust personnel/designees may result in the rejection of the proposal.

The Trust's designee has the right to designate an alternative representative for the pre-bid meeting or other times when not available for questions.

1.2 Pre-Bid Meeting

A pre-bid meeting will be held at 1:00 p.m. CST on Monday, October 31, 2011 in front of the Treece City Hall at the corner of Park and Main in Treece, Kansas. The intent of the pre-bid meeting is to allow potential bidders an opportunity to view the general demolition area and ask questions of the Trust representative prior to submittal of bids. In addition, specific information concerning asbestos assessment results will be provided at the pre-bid meeting. Any changes to the pre-bid meeting date will be posted on the Treece Relocation Assistance Program web site at: www.kdheks.gov/treece or can be confirmed by calling 785-291-3252.

1.3 Negotiated Procurement:

This is a negotiated procurement contract. Final evaluation and award will be made by the Trust. The Trust may negotiate contracts with qualified parties to provide services or technical products needed by the Trust. Prior to negotiating for the procurement, a notice to bidders first shall be published in local newspapers designated by the Trust. Upon receipt of bids or proposals, the Trust may negotiate with one or more of the firms submitting bids or proposals and select from among those submitting such bids or proposals the party to contract with to provide the services or technical products. Meetings to conduct negotiations pursuant to this section shall not be subject to the provisions of K.S.A. 75-4317 through 75-4320a and amendments thereto. In the event that the Trust selects a bid which is not the lowest bid on a given contract, the Trust's monthly financial reports shall contain a rationale explaining why the lowest bidder was not awarded the contract.

1.4 Appearance Before Trust:

Any, all or no bidders may be required to appear before the Trust to explain the bidder's understanding and approach to the project and/or respond to questions from the Trust concerning the proposal; or, the Trust may award without conducting negotiations, based on the initial proposal. The Trust reserves the right to request information from bidders as needed. If information is requested, the Trust is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised proposal to the Trust, subject to a specified cut off time for submittal of revisions. Negotiated Procurement Meetings before the Trust are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the Trust.

1.5 Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.6 Preparation of Proposal:

Prices are to be entered in spaces provided on the bid sheets in Attachment G. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The Trust has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The Trust reserves the right to reject proposals which contain errors.

All copies of proposals shall be submitted in a sealed envelope or container. The outside shall be identified clearly as "Treece Relocation Assistance Demolition Proposal" with the RFP number (TRA Trust 2011-03) and closing date (November 21, 2011).

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical components of the proposal shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.7 Signature of Proposals:

Each proposal shall give the complete legal name, mailing address and e-mail address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.8 Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the Trust in writing.

1.9 Modification of Proposals:

A bidder may modify a proposal by letter at any time prior to the closing date and time for receipt of proposals.

1.10 Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Trust prior to the closing date.

1.11 Competition:

The purpose of this RFP is to seek competition. The bidder shall advise the Trust if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Trust no later than five (5) business days prior to the bid closing date. The Trust reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.12 Evaluation of Proposals:

Award shall be made in the best interest of the Trust as determined by the Trust or their designees. Although no weighted value is assigned, consideration may focus toward, but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The Trust reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the Trust.
- Adequacy and completeness of proposal
- Bidder's understanding of the project

- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.13 Acceptance or Rejection:

The Trust reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.14 Proposal Disclosures:

At the time of award, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Date and time: November 28, 2011 at 12:00 p.m. CST,

TRA Trustees Meeting
Break Room - Garden Level
Cherokee County Courthouse
110 West Maple Ave.
Columbus, Kansas

Bid results will not be given to individuals over the telephone or e-mail. Results may be obtained after contract finalization by obtaining a bid tabulation from the Trust by sending (*do not include with bid*):

- A self-addressed, stamped envelope
- RFP Number

Send to:

TRA Trust
Attention: Demo Bid Results/Copies
P.O. Box 66
Columbus, KS 66725

Copies of individual proposals may be obtained under the Kansas Open Records Act by submitting an on-line request to http://www.kdheks.gov/ber/file_review_procedures.html (select the Assessment & Restoration Section) or calling (785) 291-3252. A charge will be incurred for reproduction of the documents. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.15 Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the Trust. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The Trust reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Trust reserves

the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The Trust does not guarantee protection of any information which is not submitted as required.

1.16 Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Proposal to be entitled: "Exceptions".

1.17 Notice of Award:

An award is made on execution of the written contract by all parties. Award will typically be by line item or group total, whichever is in the best interest of the Trust.

1.18 News Release:

Only the Trust is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

2 Proposal Response

2.1 Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and one (1) copy of the Proposal, including applicable literature and other supporting documents;

All copies of proposals shall be accompanied by a transmittal letter and submitted in a sealed envelope or container. The outside shall be identified clearly as "*Treece, KS Demolition Proposal*" with the RFP number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be postmarked no later than the mailing deadline date as noted on the cover page, addressed as follows:

TRA Trust
Attention: TRA Trust 2011-03 – Demolition Bid
P.O. Box 66
Columbus, KS 66725

It is the bidder's responsibility to ensure bids are delivered by the applicable closing dates. Delays in other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The Trust shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2 Proposal Format:

Bidders are instructed to prepare their Proposal following the same sequence as this RFP.

2.3 Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart.

2.4 Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service shall be submitted with the Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.5 References:

Provide 3 references who purchased similar items or services from the bidder in the last 2 year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

3 TERMS AND CONDITIONS

3.1 Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractors, and the Contractual Provision Attachment shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Contractual Provision Attachment;
- Written modifications to the executed contract;
- Written contract signed by the parties;
- RFP, including any and all amendments; and
- Contractor's written proposal submitted in response to the RFP as finalized.

3.2 Contract:

At the discretion of the Trust, multiple successful demolition and restoration bidders for residential and/or non-residential property may be requested to enter into a written contract with the Trust. The contractor agrees to accept the provisions of Contractual Provisions Attachment, which is incorporated into contracts with the Trust and is incorporated into this RFP.

3.3 Contract Formation:

No contracts shall be considered to have been entered into by the Trust until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4 Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

TRA Trust
Attention: RFP # TRA Trust 2011-03
P.O. Box 66
Columbus, KS 66725

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5 Termination for Cause:

The Trustees may terminate a contract, or any part of the contract, for cause under any one of the following circumstances:

- Contractor fails to make delivery of goods or services as specified in this contract;
- Contractor provides substandard quality or workmanship;
- Contractor fails to perform any of the provisions of this contract, or
- Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Trust shall provide Contractors with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as Trust may authorize in writing), the Chair shall issue the Contractor an order to immediately stop work. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6 Termination for Convenience:

The Trustees may terminate performance of work under this contract in whole or in part whenever, for any reason, the trustees shall determine that the termination is in the best interest of the Trust. In the event that the trustees elect to terminate this contract pursuant to this provision, they shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7 Rights and Remedies:

If this contract is terminated, the Trust, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the Trust in the manner and to the extent directed, any completed materials. The Trust shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by Trust subject to any offset by Trust for actual damages including loss of federal matching funds.

The rights and remedies of the Trust provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.8 Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.9 Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by Trust shall not constitute a waiver.

3.10 Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.11 Staff Qualifications:

The Contractors shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractors to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.12 Subcontractors:

The Contractors shall be the sole source of contact for the contracts. The Trust will not subcontract any work under the contract to any other firm than those awarded and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor. Sub contractors must be pre-approved by the Trust prior to commencing any appraisal activities.

3.13 Proof of Insurance:

The Contractor shall maintain, at its expense during the term of the contract, the following insurance covering the services to be performed under this contract:

- Workmen's compensation-statutory
- Comprehensive general liability insurance of \$1,000,000 per occurrence with a \$1,000,000 aggregate.
- Vehicle liability (property damage and bodily injury combined) \$500,000 per occurrence.
- Professional liability insurance of \$500,000 per occurrence with a \$1,000,000 aggregate.

A copy of the insurance certificate must be provided to the KDHE

3.14 Performance Guaranty/Bond

The Contractor shall file with the Trust Secretary/Treasurer a performance guaranty/bond in the amount of five percent (5%) of the total bid amount. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the Trust may seek additional damages. A performance guaranty must be one of the following:

- (1) certificate of deposit payable to the State; or
- (2) a properly executed bid bond payable to the State.

Necessary bond forms can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

3.15 Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any personnel who are also in the employ of the Trust and providing services involving this contract or services similar in nature to the scope of this contract to the Trust. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Trust employee who has participated in the making of this contract until at least two years after his/her termination of employment with the Trust.

3.16 Confidentiality:

The Contractor may have access to private or confidential data maintained by Trust to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the Trust promptly at the request of Trust in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by Trust, will destroy or render it unreadable.

3.17 Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18 Environmental Conditions/Protection:

The Contractor shall note they understand the property being considered for demolition and restoration is in an area generally known as the Cherokee County OU-4 Superfund Site. The primary hazards in the area are metals contamination from past mining operations. The contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19 Hold Harmless:

The Contractor shall indemnify the Trust against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The Trust shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the Trust's right to recover against third parties for any loss, destruction or damage to the applicant's or Trust's property.

3.20 Care of Trust Property:

The Contractor shall be responsible for the proper care and custody of any Trust-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the applicant or Trust for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21 Prohibition of Gratuities:

Neither the Contractor nor any person, firm, or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

3.22 Retention of Records:

Unless the Trust specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the Trust and supporting agencies (KDHE, Kansas Attorney General's office and US Environmental Protection Agency (EPA); independent auditors acting on behalf of Trust, state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.23 Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the Trust, the Contractor assigns to the Trust all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular services purchased or acquired by the Trust pursuant to this contract.

3.24 Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25 Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the Trust. The Trust may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the Trust.

3.26 Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.27 Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28 Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29 Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Columbus, Cherokee County, Kansas.

3.30 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the Trust. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31 Mandatory Provisions:

The provisions found in Contractual Provisions Attachment are incorporated by reference and made a part of this contract.

3.32 Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.33 Criminal or Civil Offense:

Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and

compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.34 Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the Trust's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the Trust any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form with the proposal (see Attachment C).

3.35 Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.36 Injunctions:

Should the Trust be prevented or enjoined from proceeding with the services before or after contract execution by reason of any litigation or other reason beyond the control of the Trust, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.37 Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.38 Environmental Compliance:

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

3.39 Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The Trust is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the Trust shall provide to the Contractor a certificate of tax exemption.

The Trust makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.40 Accounts Receivable Set-Off Program:

This contract utilizes federal and state funding sources. If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted/setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the Trust owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the Trust is reduced by the amount subject to setoff.

3.41 Definitions:

A glossary of common procurement terms also used by the Trust is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

4 OTHER TERMS AND CONDITIONS

4.1 Indefinite OR Definite Quantity Contract:

This Request is for an open-ended contract between a Contractor and the Trust to furnish an undetermined quantity of a service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made.

4.2 On-Site Inspection:

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a proposal shall be construed as evidence that the bidder has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the bidder's response.

4.3 Experience:

All bidders (are preferred to have) a minimum of 2 years continuous active participation in the applicable industry, providing services comparable in size and complexity to those specified herein.

Bidders are required to furnish information in the Proposal supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

4.4 Prices or Price Adjustments:

Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the Trust. Failure to provide available price reductions may result in termination of the contract for cause.

4.5 Payment:

Payment terms are net 30 days following substantial completion of each property or pre-determined and mutually agreed-upon phase. The Trust will solely determine when a site reaches substantial completion. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

4.6 Unit Pricing:

Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

4.7 Shipping and F.O.B. Point:

Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to the Trust's post office box or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

4.8 Deliveries:

All orders shall be shipped FOB destination, prepaid and allowed, clearly marked with the purchase/work order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Trust of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause. In the event delivery minimums apply, bidders shall submit that information with their bid response.

4.9 Materials and Workmanship:

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Trust said issue is due to imperfection in material, design, workmanship or contractor fault.

4.10 Industry Standards:

If not otherwise provided, services called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

4.11 Tax Clearance

The Trust requires tax clearance certificates for all subcontractors be submitted with the proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well. See Attachment D for Tax Clearance Form.

4.12 Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

4.13 Acceptance:

No contract provision or use of items by the Trust shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

4.14 Ownership:

All data, forms, procedures, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the Trust. The Contractor may not release any materials without the written approval of the using agency.

4.15 Software Code and Intellectual Property Rights:

As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the Trust. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-

based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the Trust for which it was developed.

4.16 Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the Trust.

4.17 Submission of the Bid:

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the Trust.

4.18 Certification of Materials Submitted:

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the Trust. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

4.19 Inspection:

The Trust reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

4.20 Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (Contractual Provision Attachment remains a mandatory requirement in all contracts.)

4.21 Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to Trust to allow for a functional transition to another vendor.

4.22 Time of Completion and Liquidated Damages:

Bidder must agree to commence work by the date to be specified in a written "Notice to Proceed" of the work and fully complete the project within the agreed upon consecutive calendar days thereafter. Bidder must agree to also have the project substantially complete within the agreed upon consecutive calendar days from date of "Notice to Proceed." Bidder must agree also to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract. Bids will be awarded based on Section 1.3.

5 SCOPE OF WORK – General Provisions

The services required are for the removal of structures and other items to clear property purchased during the voluntary relocation of residents and owners of property in the Treece Relocation Assistance Area in and near the community of Treece, Kansas (See Attachment F₃). The intent of this contract is to remove all improvements (e.g. buildings, structures, pavement, fencing, etc.) and debris that are on the property list, promote surface water drainage with minimal grading; and make the property maintenance friendly and easily mowable. Restoration services will be necessary to prepare property for long term use as native grass wildlife habitat or other Trust-approved use.

5.1 Modules

The project is split into 5 definitive modules.

- Module 1 - Standard demolition of structures, pavement and improvements on residential and non-residential property, including general debris cleanup for the associated parcels of property.
- Module 2 - Area catch-all property clean up for vacant lots or other areas without significant structures (e.g. permanent structures with foundations or a framework permanently affixed to the land). This could include debris left by illegal dumping or vandals.
- Module 3 - Removal of pavement, such as concrete or asphalt and typically is related to streets, driveways and parking pads.
- Module 4 – Restoration of identified areas, including final site grading and revegetation.
- Module 5 – Other services as requested by the TRA Trust on a unit rate basis

5.2 Parcels:

There are up to 50+ parcels with primary structures that may be demolished and 50+ parcels with small outbuildings, debris, burned structures, etc. Maps depicting properties to be included in module 1 through 3 are in Attachments F₁ and F₂. The Trust does not guarantee the number of properties in each module is final and may revise the module designation at any time. The Contractor's operations shall be confined to the parcels of land included in the Notice to Proceed.

5.3 Remaining Properties – **DO NOT DEMO!**

Determine a methodology to ensure properties not owned by the Trust do not get demolished. The Trust will not be held liable for properties that the Contractor removes outside the scope of work.

5.4 Parcel Awards/Notice to Proceed:

In general, The Trust anticipates awarding contracts on a per city block basis on parcels in town and two groupings for the properties north of town. Property demolition or cleanup will be coordinated by the Trust Demolition Coordinator to maximize the efficiency of removal at multiple properties during a time frame, but no guarantees are made as to the minimum number of cleanups per award. The contractor will be notified as parcels become available for demolition.

The relocation efforts are nearing completion and all properties should be ready for demolition between November 2011 and March 2012, depending on receipt of the final asbestos assessments. In general, demolition of all parcels combined in each block shall be completed within 30 calendar days of the Notice to Proceed (Attachment H₁), unless noted differently on the bid sheets. Once the demolition is started on a parcel grouping, it shall be continued until completed.

5.5 Materials:

All demolished materials shall become the Contractor's property and shall be removed, recycled, or disposed from Project site in an appropriate and legal manner. Storage or sale of removed items or materials on-site will not be permitted without express written consent of the TRA Trust or their designee. The Trust Demolition Coordinator will perform a final inspection of each property prior to approval of payments.

5.6 Utilities:

Many utilities have been removed from within the city limits, however some lines remain in place or have been moved to other locations. Contractor must verify that utilities such as, but not limited to water, sewer, electricity, phone and gas have indeed been disconnected and capped. Buried utilities shall be permanently abandoned 12" below grade. All utilities shall be located by requesting an industry-standard locate prior to commencing demolition or restoration work.

Accidental damage or breakage of any live utility lines shall be the Contractor's responsibility to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's own expense.

Natural gas utility lines have been cleared and abandoned in place by the Kansas Gas Service. Empire Electric has not removed all electric lines. Sewer and water lines are being left in place, but service has been discontinued.

Utilities for Construction: The demolition/restoration contractor shall furnish his own source of electricity, fuel, and water required to perform the work, and shall bear the cost of these services. Cherokee County Rural Water District #3 provides water service to the area. Please contact Jon Houser at (620) 674-1139 to verify the water main location in the vicinity of demolition parcels.

5.7 Hours of Operation:

Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m., except for asphalt milling (see Module 3 – Bid Sheets). Special hours of operation outside the normal hours must be approved by the Trust's designee. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

5.8 Safety:

The Contractor shall comply with all applicable laws and regulations governing the furnishing and use of safeguards, safety devices, and protection equipment. The Contractor shall take necessary precautions to protect the life and health of employees and the public in the performance of the work.

5.9 Permits:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when Bids are received.

5.10 Damages/Obstruction:

The Contractor shall be responsible for all damage to private or public property as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance. Promptly repair damages to adjacent facilities caused by demolition operations. The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. *Any* damage to surrounding buildings or property will be repaired by the Contractor at his expense.

Conduct demolition operations and remove materials to ensure you minimize impairment of the existing roads, streets, walks, surrounding property, surface drainage or drainage structures and appurtenances. Contractor shall:

- Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities. Ensure safe passage of people around demolition area.
- Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
- All obstructions shall be adequately barricaded and lighted at night.
- Clean adjacent structures and streets of dust, dirt, and C & D materials caused by demolition operations.
- Return adjacent areas to conditions existing before start of demolition.
- Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations.
- Return adjacent areas to condition existing before start of demolition.

5.11 Progress Meetings and Status Reports:

The Trust Demolition Coordinator will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all portions of the Work.

Weekly Status Reports must be submitted to the KDHE Demolition Coordinator at the end of each work week using the form provided in Attachment H₂ including the following:

- Parcel Numbers - Worked
- Days and hours on site
- Total number and type of loads
- % demolition completed each parcel
- Problems encountered

5.12 Substantial Completion:

Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in the opinion of the Trust Demolition Coordinator so the Trust can utilize the property for the intended use. Upon substantial completion of the Work, the Trust shall make payment, reflecting adjustment in retainage, if any for such Work or portion thereof.

5.13 Final Parcel Reporting:

Contractor Parcel Demolition Report (See Attachment H₄): Contractor shall submit the final report for each parcel within 10 working days of completion to facility Trust inspection. Attached to the report shall be copies of landfill tickets, recycling facility tickets, asphalt recycling load tickets and the signed affidavit of substantial completion. Invoices cannot be submitted for payment prior to Trust approval of the Contractor Parcel Demolition Report.

5.14 Storm Water:

A storm water pollution prevention plan is being prepared and implemented for the overall Relocation Area demolition/restoration project to comply with local, state and federal requirements. Contractor shall not damage erosion control measures installed for the project. Any damage to the erosion control shall be repaired immediately and the KDHE Program Manager notified within 24 hours of the damage and subsequent repairs.

6 Demolition – General Requirements:

6.1 Wet Method Demolition:

Use a wet method for all structure demolition. In order to prevent the blowing of dust and dirt, the Contractor will be required to wet down and keep wet the structures before and during wrecking operations, all rubbish and debris stockpiled on the site, and all rubbish or debris is being loaded for disposal. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

6.2 Explosives: USE OF EXPLOSIVES WILL NOT BE ALLOWED!!

6.3 Laws:

The Contractor shall comply with all applicable local, state, and federal laws, ordinances and codes governing the disposal of materials, debris, rubbish and trash off or on the project area; and shall commit no trespass on any private property in the disposal of the materials without permission of the property owners involved.

6.4 Clearing and Grubbing:

Trees and other vegetative ground cover will not be disturbed by the Contractor unless disturbance or removal is absolutely necessary to clear the parcel. If buildings to be demolished are surrounded by a number of trees and bushes, and if during demolition a sufficient number of limbs are broken or hanging to present a safety hazard, the Trust's Program Manager will order the removal of such trees at no additional cost to the Trust. Clearing and

grubbing shall be accomplished only to the extent necessary to perform required work. Care will be exercised so as not to damage existing trees or vegetation that is outside the clearing limits.

6.5 Excavations:

All excavations shall be filled to the existing ground elevation using on-site soils and the site rough graded. Minimal disturbance of the ground surface is desired.

6.6 Disposal practices and waste hauling:

- Become familiar with the conditions for acceptance of demolition, prior to delivering materials.
- Deliver to facilities that can legally accept demolition materials for purpose of disposal. Disposal shall be at a State of Kansas-permitted location or Trustee-approved location most cost effective for the Trust. Other solid waste disposal facilities may be considered, but must be pre-approved by the Trust and appropriate regulatory agencies.
- Do not burn, bury or otherwise dispose of rubbish and waste materials on project site. Chat or other gravel located on-site may be used to fill excavations up to 12 inches below grade.
- Remove and transport C&D materials in a manner that will prevent spillage on adjacent surfaces, streets and roads.

6.7 Hazardous Materials:

Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

7 Module 1 – Parcel Property Demolition:

Services will be required to demolish and remove existing structures and improvements from property purchased by the Trust. A variety of building materials will be encountered, including but not limited to traditional wood frame, concrete block, brick, and poured concrete walls/foundations. Payment will be based on the per parcel lump sum identified in the bid sheet. Asbestos abatement will be separate from the general demolition tasks.

7.1 Demolition Scope:

Demolition and site clearance will consist of the demolition and removal of all structures and accessory buildings including foundation walls, columns, floors, piers, partitions, walls, stoops and any other subsurface structures to the level of the demolition grade. In addition steps, walks, concrete slabs (unrelated to driveways and parking), retaining walls, fences, dead trees, broken limbs on the ground, shrubs, scrap iron, rubbish, trash, and general debris not mentioned shall be removed. Buildings will be vacant and its use discontinued prior to commencement of demolition activities. Demolition and disposal of rubbish and debris shall proceed simultaneously.

7.2 Condition:

The Trust assumes no responsibility for the condition of existing buildings and structures and other property on the site, nor for their continuance in the condition existing at the time of issuance of the Request for Proposal or thereafter. No adjustment of contract price or allowance for any change in conditions, which may occur after the Invitation for Bids has been issued, will be made.

7.3 Asbestos:

Asbestos-containing buildings will be identified by the TRA Trust with results provided to bidders at the Pre-bid meeting or sooner. Qualified contractors awarded bids to demolish buildings with asbestos or perform asbestos abatement will follow all local, state, and federal regulations.

7.3.1 Asbestos Demolition Assessments:

Asbestos Demolition Assessments are anticipated to be completed and available to Contractor by October 31, 2011.

7.3.2 Abatement/Demolition Notice:

The Asbestos program for the State of Kansas is located in the Bureau of Air and Radiation, Radiation and Asbestos Control Section. The Kansas Asbestos Control statutes and regulations establish training requirements as well as work practices and engineering controls to protect workers, the public and the environment from exposure to asbestos fibers during abatement. Companies completing asbestos abatement are required to be licensed and workers certified. Abatement notifications are required to be submitted at least 10 working days before abatement begins. The information provided below will assist you in complying with the State regulations regarding Asbestos. The supervisor for the Asbestos program is Scott Bangert. He can be reached at 785-296-1689.

KDHE also has authority to implement the federal Environmental Protection Agency (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) for asbestos as found in 40C.F.R Part 61.145. The NESHAP requires the owner or operator to have an inspection completed prior to any renovation or demolition of commercial or public structures. The TRA Trust will have the inspection and reports completed prior to Notice to Proceed. For demolition a notification is required at least 10 working days prior to the start of the demolition (even if asbestos is not found in the inspection).

Approved asbestos abatement plans will be required prior to demolition for all properties needing said abatement. The abatement plan and approval are to be included in the asbestos abatement bids.

7.4 Concrete:

Break up and remove concrete foundations and slabs, when authorized on grade in small sizes, suitable for acceptance at disposal facilities. Streets and lots with pavement-only removals will be conducted in Module 3.

7.5 Cutting Torches:

Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame cutting operations. Maintain fire watch during and for at least 2 hours after flame cutting operations. Maintain adequate ventilation when using cutting torches.

7.6 Hazard Surveys:

During demolition, perform surveys to detect hazards that may result from building demolition activities. Perform surveys as the work progresses to detect hazards resulting from demolition activities. Evaluate condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure during demolition. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be demolished. Strengthen or add new supports when required during progress of demolition.

7.7 Septic Systems:

All septic systems shall be collapsed and filled with suitable fill sand or chat after first ensuring that the system is void of all septage. Excavations shall not be filled with any materials subject to deterioration. Sufficient compaction shall be obtained to eliminate or minimize settling. If septage is present, the Contractor shall have it pumped, hauled, and disposed of by a service provider in accordance with all applicable laws and regulations. The top 2 feet of fill material must be a soil capable of supporting vegetation with normal care.

7.8 Universal and Hazardous Waste Removal:

The materials in the building may contain hazardous materials or may be RCRA listed wastes. The hazardous materials may include fluorescent light tubes, sodium lights, mercury switches, lead-based paint material, chemical containers, and other hazardous contaminated materials. The hazardous materials, both known and reasonably found, shall be removed and secured for disposal or recycling at an approved facility prior to obtaining approval for demolition of the building structures. Remove air-conditioning equipment without releasing refrigerants. Other items containing hazardous waste that may be encountered include, but are not limited to, the following:

- Lighting fixture ballasts (PCB's)
- Fluorescent and HID lamps (Mercury)
- Transformers (PCB's)
- Capacitors (PCB's)
- Lead shielded cables (Lead)
- Smoke detectors (Mercury)

8 Module 2 – General Debris Cleanup and Demolition:

General real property/land cleanup will be based on a per parcel basis on property defined in the property list. In general, this category includes small outbuildings with no defined foundation, miscellaneous rubble, fences, utility poles and debris scattered across vacant lots or property with burned trailers or structures. Utility poles must be removed or may be cut off 12" below grade with Trust's pre-approval. Trailers or structures with significant portion remaining intact will be handled in Module 1. The Trust Program Manager and Contractor will mutually agree upon the category prior to commencing demolition.

9 Module 3 – Pavement Demolition:

Pavement removal will be based on a per square yard basis for all streets, as well as driveways and pads on lots not included in Module 1 or 2.

9.1 Streets:

The Trust prefers to mill all asphalt streets with the material being provided to the Cherokee County, Kansas Roads Department at no cost. Cherokee County has committed to providing up to 12 trucks with drivers for transport of the milled asphalt to their facility near Columbus, Kansas. Should the Cherokee County trucks not be able to keep up with the milling equipment, two trucks will be held back to dump the asphalt milling at a preapproved location in the Treece vicinity.

At the discretion of the Trust, streets may be removed in chunks using standard demolition equipment at the per square yard pavement demolition cost. Bids must be provided for each option.

9.2 Concrete pads:

Concrete pads for several lots not having concrete removed as part of Module 1 or 2 will be removed and disposed using the concrete demolition and removal rates.

10 Module 4 – Finished Grading and Seeding:

Module 4 includes finish grading the site to promote positive runoff of surface water without erosion and seeding of the final grading. This module may include removal of driveway and street culverts remaining after the completion of Modules 1 through 3. The final scope of work cannot be determined until completion of the first 3 modules, but may include removal of culverts. This module may also include installation of erosion control measures per an approved storm water permit.

10.1 Finish Grading:

After all demolition, backfilling, and rough grading has been completed and thoroughly compacted, the entire work area shall be graded to smooth, even surfaces.

All debris and large stones and sticks shall be removed from the work area and disposed of and the entire disturbed area made ready for the addition of topsoil and seeding.

10.2 Approvals:

Seeding shall meet all requirements as recommended by the Cherokee County Extension service and approved by the Trust.

10.3 Seeding and Fertilizer Certification:

Prior to the delivery of materials, certificates of compliance testing the materials meet the specified requirements. Certified copies of the material certificates shall include the following:

- Seed. A seed vendor's certified statement shall be submitted for each seed mixture required, stating botanical and common name, percentages or purity, germination, and weed seed for each grass seed specified.
- Fertilizer. Certificates of inspection and manufacturer's or vendors certified analysis for fertilizer materials shall be submitted.

10.4 Seed

Fescue K-31 grass seed shall be planted in all areas which do not have established maintained grassed areas. Ryegrass shall be used as the temporary seed when requested.

10.5 Temporary Seeding:

Temporary seed shall be planted when permanent seed cannot be used due to seasonal limitations. Ryegrass shall be used as the temporary vegetation at a rate of 5 lbs per 1,000 square feet with no fertilization requirement.

10.6 Seeding Requirements:

Provide seeds which comply with the seed and noxious weed laws of the State of Kansas and applicable Kansas Department of Agriculture Rules and Regulations except as specifically noted in this Section. Do not provide *Sericea Lespedeza* and *Multiflora Rose* with any seed. Grass seed shall have a germination period of fourteen (14) days, a purity of ninety percent (90%) with eighty-five percent (85%) germination, and seventy-six and five tenths percent (76.5%) sproutable seed.

10.6.1 Seed Quality and Definitions:

Conduct all seed analyses in accordance with rules and regulations as prescribed by the Association of Official Seed Analysts (AOSA) and Kansas Seed Law. The Kansas Seed Law specifies the kind and amount of weed seed permitted; the requirement for a current analysis report; and labeling of all seed to show its purity, germination, date of last germination test, and weed seed content. Cleaning and conditioning of seed must result in a product that meets or exceeds minimum standards. The product must also be clean enough to plant using existing drilling equipment without further processing.

(1) Kansas Seed Law. The germination test is valid for 9 months after the end of the month the test was made, so long as the seed remains in Kansas.

(2) Federal Seed Law. For seed shipped across state lines, the germination test is valid for 5 months after the end of the month the test was made.

(3) Interpretation of Current Analysis Report. For seed purchased during the valid period of the germination test, the analysis report may be considered current for the full seeding period in effect at the time of purchase. (If seed is purchased September 1, and the valid date expires September 15, the analysis report may be considered current if the seed is planted by October 1, which is the end of the fall seeding period. If the seed is to be planted during a later seeding season, a new germination test is required.) This interpretation may be amended by the Trust for those projects in which delaying to a later seeding season is pre-approved. In these situations the seed need not be retested only for the next season.

10.6.2 Pure Live Seed (PLS) Requirements and Determination:

Compute percent pure live seed (%PLS) by adding percent germination to percent firm or hard seed. Divide the sum by 100. Multiply this product by the percent purity.

$$\% \text{ PLS} = (\% \text{ Germ.} + \% \text{ Firm or Hard Seed}) \times \% \text{ Purity}$$

10.6.3 Origin of Seed:

Where named or numbered strains are not available, use of seed from native stands is permitted if the seed is harvested within range of its planting location not to exceed:

(1) 300 miles south, 150 miles north or west and 1500 feet in higher elevation.

(2) Native seed sources must be identified as to state and county where seed was harvested in order to certify location and elevation.

10.6.4 Test Methods:

As prescribed by the AOSA and The Kansas Seed Law.

10.6.5 Prequalification:

None Required. Seed supplier must follow all registration and licensing requirements stated in The Kansas Seed Law.

10.6.6 Basis of Acceptance:

The Engineer will accept each seed shipment to a project work site based on the following:

- a. Receipt of a copy of the seed supplier's "Kansas Seed Law Business Registration" certificate.
- b. Receipt and approval of a certification from the seed supplier stating the compliance of the supplied seed with this specification and The Kansas Seed Law.
- c. Verification that each seed container is labeled as required by The Kansas Seed Law.
- d. Verification of compliance with the minimum required % PLS of 80.0% for K-31 Fescue and 83.0 for Ryegrass (temporary seeding).

10.7 Seeding dates:

The acceptable seeding date for fescue is September 1st - October 1st. Later plantings have potential to have winter kill. Spring plantings don't have adequate time to establish a deep root system to withstand a hot dry summer. If seeding needs to be conducted prior to September 1st, ryegrass will be planted to establish a temporary vegetative cover until the final seeding is completed in September.

10.8 Seeding rates and depth:

Fescue shall be seeded at an application rate of at least 200 lbs. per acre. A seeding depth of 1/2 inch into a worked seedbed with a conventional grass drill is recommended. A no till drill is acceptable if competition is controlled before seeding.

This work shall consist of soil preparation, and furnishing and planting temporary grass seed. Mulching of the seeded area may also be required.

10.9 Fertilizer:

Fertilizer shall be of commercial grade commercial grade, uniform in composition, free-flowing and suitable for application with approved equipment. Fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Laws, and bearing the same trade name or trademark, analysis and warranty of the producer.

10.9.1 Soil Testing:

Soil testing reports prepared may be requested to determine inadequacies of the soil for establishment and to maintain a stand of grass. Soil testing costs are not requested as part of the bid.

10.9.2 Fertilization rates:

Typical fertilization will include 12% Nitrogen, 24% Phosphorus, and 12% Potassium percentages of fertilizer applied at 850 lb/acre incorporated into the soil at a maximum of 6-inch depth.

10.9.3 Fertilization rates:

Maintenance Record - A record of each site visit shall be furnished, describing the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

10.10 Protection/Establishment:

The grassed area shall be protected against traffic or other use immediately after planting. The Contractor shall be responsible for the proper care of the grassed area until all work on the entire contract has been completed and accepted, or a minimum period of thirty (30) days, whichever is the longest duration.

If planting is the last item of work that can be done during the current season, but items of work in the same contract are to be done during the following planting season, the Contractor will be relieved of maintaining the accepted areas after completing all work in connection with seeding as shown on the plans or required in these specifications. All planted areas shall be approved and accepted by the Engineer prior to payment.

10.10.1 Water:

Watering is not anticipated to be part of this RFP, however if requested at an additional cost:

- Water shall not contain elements toxic to plant life.
- Watering shall be started immediately after completing the seeding of an area.
- Water shall be applied to supplement rainfall at a rate sufficient to ensure moist soil conditions to a minimum of 2 inches depth.
- Run-off, ponding, and puddling shall be prevented.
- Watering trucks shall not be driven over turf areas unless otherwise directed.
- Watering of other adjacent areas or plant material shall be prevented.

10.10.2 Repair and Reinstall:

Unsatisfactory stand of grass plants and mulch (if requested) shall be repaired or reinstalled, and eroded areas shall be repaired.

10.11 Final Module 4 Reporting:

Contractor shall identify the following in a final Project Seeding Report

- Soil Testing Results, if applicable.
- Final seeding and fertilization rates per parcel or larger area, if similar.
- Dates of seeding per parcel or larger area, if similar.
- Maintenance or protection issues encountered prior to Trust acceptance.
- Photos of completed parcel (minimum of 4 per block) with location and direction identified on the photo.
- Red-line drawing of seeded areas on maps provided by the Trust.
- Copy of Notification of Acceptance by TRA Trust.

11 Module 5 – Other Services As Needed:

Module 5 is provided for unit rates to be used should additional parcel need demolition or other services.

ATTACHMENTS

- A) Bidder Certification
- B) Contractual Provisions Attachment
- C) Immigration Reform & Control Certificate
- D) Tax Clearance Form
- E) Additional Federal Requirements
 - E₁ Additional Contract Requirements – Federal Legal
 - E₂ Anti Lobbying Certification
 - E₃ Debarment Certification
- F) Maps
 - F₁ Treece City Limits Map
 - F₂ Treece North Map
 - F₃ Treece Relocation Area Map
- G) Bid Sheets – Module 1 through Module 5
- H) Forms
 - H₁ Notice to Proceed
 - H₂ Weekly Status Report
 - H₃ Notice of Completion
 - H₄ Contractor Parcel Demolition Report

Bidder Certification

Bidder Signature: _____ Date: _____

Bidder Printed Name and Company: _____

All bidders must complete this certification by initialing each bullet below to indicate their understanding of and compliance with the following statements. The Certification must be submitted with the Proposal.

- _____ (a) The bidder is the prime contractor and identifying all subcontractors;
- _____ (b) The bidder is a corporation or other legal entity;
- _____ (c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- _____ (d) The bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- _____ (e) No cost or pricing information has been included in the transmittal letter or the Proposal;
- _____ (f) The bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- _____ (g) The person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- _____ (h) Whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- _____ (i) Bidder agrees that any lost or reduced federal or state funding resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in Trust payments to Contractor; and
- _____ (j) The bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Trust shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Treece Relocation Assistance (TRA) Trust Chair, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Trust may terminate this agreement at the end of its current fiscal year. Trust agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided Trust under the contract. Trust will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Trust, title to any such equipment shall revert to contractor at the end of Trust's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the Trust, State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Trust or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the Trust shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The Trust shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The Trust shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Trust and State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

IMMIGRATION REFORM & CONTROL CERTIFICATION

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature

Date

Printed Name, Title and Company Name

TAX CLEARANCE FORM

Per KSA 75-3740-(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Division of Purchases will confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award. The State of Kansas reserves the right to allow a bidder an opportunity to clear tax status within ten (10) calendar days, or to proceed with award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

The Secretary of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine the bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

Instructions on how to check Tax Clearance Status can be found at the following website:

<http://www.ksrevenue.org/taxclearance.htm>

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.htm>

Contact Information: Please provide the attached contact information for use should the Trust need to contact the appropriate officials within your company to discuss your tax clearance / registration status.

CONTRACTOR

Contact Person for Tax Issues: _____

Company Name: _____ Tax Number: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

SUBCONTRACTOR(S)

Contact Person for Tax Issues: _____

Company Name: _____ Tax Number: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

Additional pages may be added, as required, indicating the same information for multiple subcontractors.

**TAX CLEARANCE FORM CONTINUED
SUB CONTRACTOR(S)**

SUBCONTRACTOR(S)

Contact Person for Tax Issues: _____

Company Name: _____ Tax Number: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

SUBCONTRACTOR(S)

Contact Person for Tax Issues: _____

Company Name: _____ Tax Number: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

SUBCONTRACTOR(S)

Contact Person for Tax Issues: _____

Company Name: _____ Tax Number: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

Additional pages may be added, as required, indicating the same information for multiple subcontractors.

ADDITIONAL CONTRACT REQUIREMENTS - FEDERAL LEGAL

Purpose

This section details federal legal requirements that Contractors must follow.

Lobbying and Propaganda

Subrecipients who request or receive from the grant recipient (Trust) a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form (Attachment E₂), and the Disclosure of Lobbying Activities form, if required, to the next tier above.

Minority and Woman-Owned Business Enterprise

The Contractor agrees to ensure to the fullest extent possible that a "Fair Share" of funds for subcontracts for supplies, construction, equipment or services, if utilized, is made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities. The following "Fair Share" Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) goals for Contractors in the State of Kansas have been approved: Supplies MBE 4.1%, WBE 37.6%, Equipment MBE 4.4%, WBE 36.0%, Service MBE 6.8%, WBE 50.7%, and Construction MBE 3.9%, and WBE 11.5%.

Good Faith Efforts

The Contractor agrees to utilize the following good faith efforts when awarding any subcontracts, if utilized, under this contract in accordance with Section 129 of Public Law 100-590, Small Business Administration Reauthorization and Amendment Act of 1988:

- a. Place small businesses in rural areas (SBRA) on solicitation lists
- b. Ensure that SBRA's are solicited whenever they are potential sources
- c. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's
- d. Establish delivery schedules, whenever the requirements of work will permit, that will encourage participation by SBRA's
- e. Utilize the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate
- f. Require any contractor who awards subcontracts to take the good faith steps in subparagraphs a. through e. above of this condition.

Conflict of Interest

The Contractor is required to notify the Trust of any actual, apparent, or potential conflict of interest regarding any individual working on a contract assignment or having access to information regarding the contract. This notification shall include both organization conflicts of interest and personal conflicts of interest. If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict of interest situation.

Certification of Independent Price Determination

The Contractor must include within its bid or proposal a certification of independent price determination. This document certifies that no collusion, as defined by Federal and State antitrust laws, occurred during bid preparation.

Debarment and Suspension

The prospective participants must certify by submittal of Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. This form is attached as Attachment E₃.

Allowable Costs

The allowable costs of direct materials, supplies, services, and other costs shall be determined in accordance with 40 CFR, Subpart 31.22.

Audit and Access to Records

Audits and access to documentation requirements are discussed below.

The Contractor shall maintain books, records, documents, accounting procedures, policies, and other evidence in sufficient detail to properly reflect all costs claimed to have been incurred or anticipated to be incurred in the performance of this contract. The Trust, KDHE, EPA, the U.S. Comptroller General, or their representatives will have the right to examine and audit this documentation. This right of examination shall include inspection at all reasonable times of the Contractor's facilities engaged in performing the contract.

The Trust, KDHE, EPA, the U.S. Comptroller General, or their representatives will have the right to examine and audit all books, records, documents, and other Contractor data, including computations and projections, related to negotiating, pricing, or performing the contract or related modifications in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

The Trust, KDHE, EPA, the U.S. Comptroller General, or their representatives shall have the right to examine and audit books, records, other documents, and supporting materials for the purpose of evaluating (1) the information reported and (2) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of this documentation.

The Contractor shall make available at its office at all reasonable times the materials described in the preceding paragraphs for examination, audit, or reproduction until 5 years after final payment under this contract or for any shorter period mutually agreed upon and documented. The Contractor shall maintain records for the period of time specified in requirements regarding records retention or for any longer period required by statute or by other clauses of the contract.

If the contract is completely or partially terminated, records relating to the work terminated shall be made available for 5 years after any resulting final termination settlement.

Records relating to appeals, litigation, or the settlement of claims arising under or relating to the contract shall be made available until such appeals, litigation, or claims are resolved.

ANTI-LOBBYING ACT OF 1990 - APPLICANT CERTIFICATION

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

Signature of Authorized Representative

Date

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

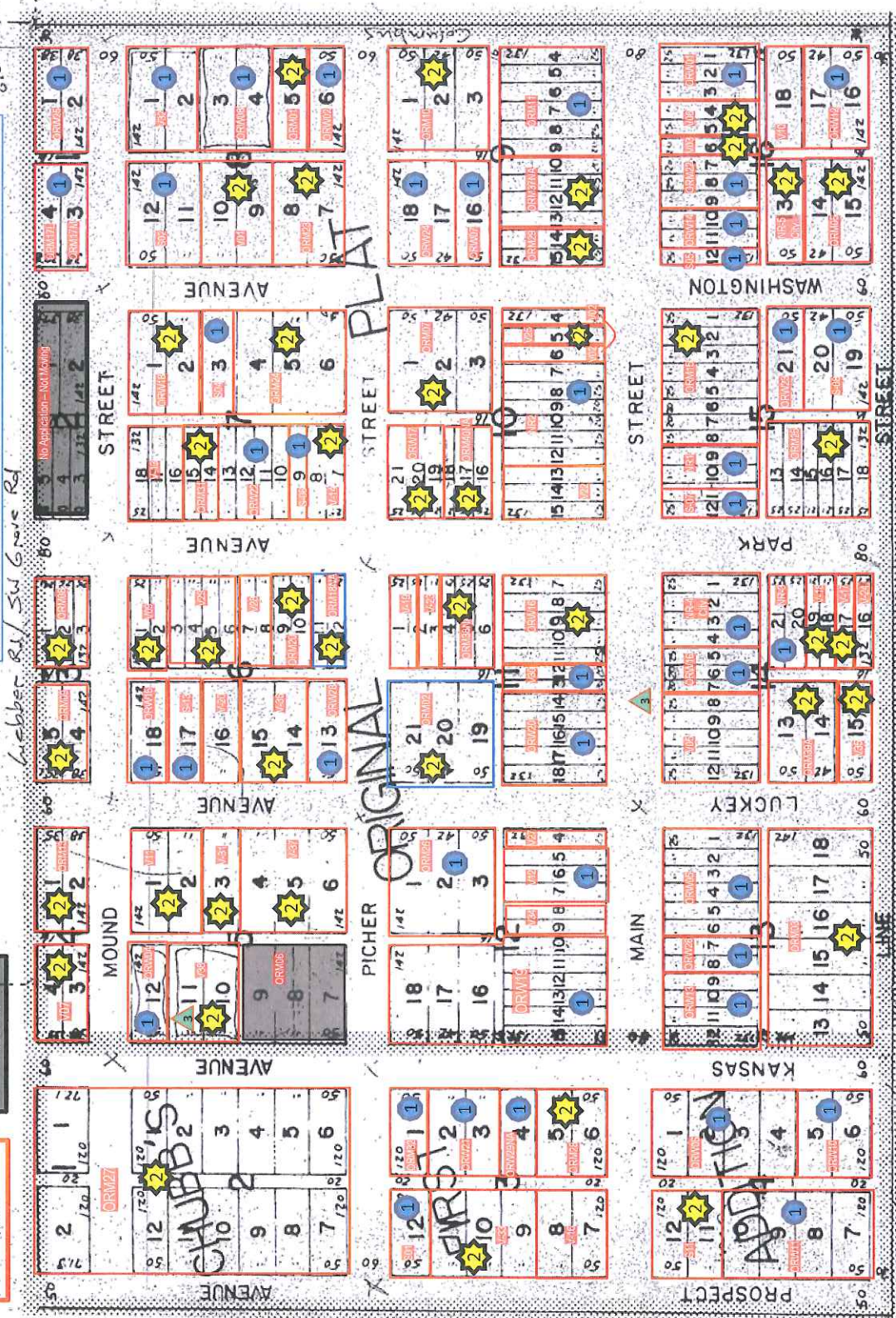
I am unable to certify to the above statements. My explanation is attached.

Treece, Kansas Relocation City Limits Map

F₁ - Treece Demo Map - City Limits 10/20/2011

Approved for Demo

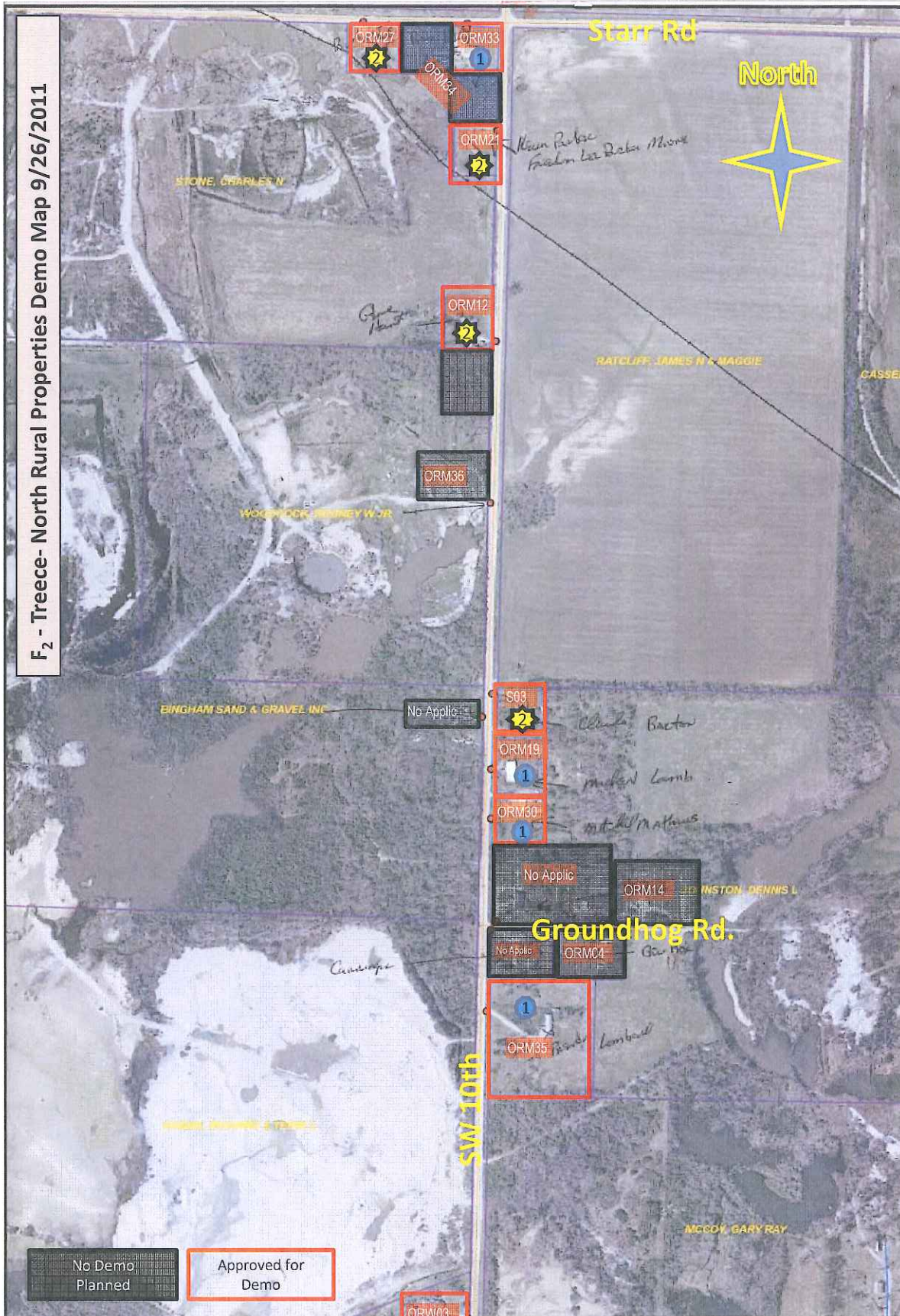
No Demo Planned



1 = Module 1 (Structures)
 2 = Module 2 (General Debris)
 3 = Module 3 (Pavement)

Treece, Kansas Relocation North Map

F₂ - Treece - North Rural Properties Demo Map 9/26/2011



2 = Module 2 (General Debris)

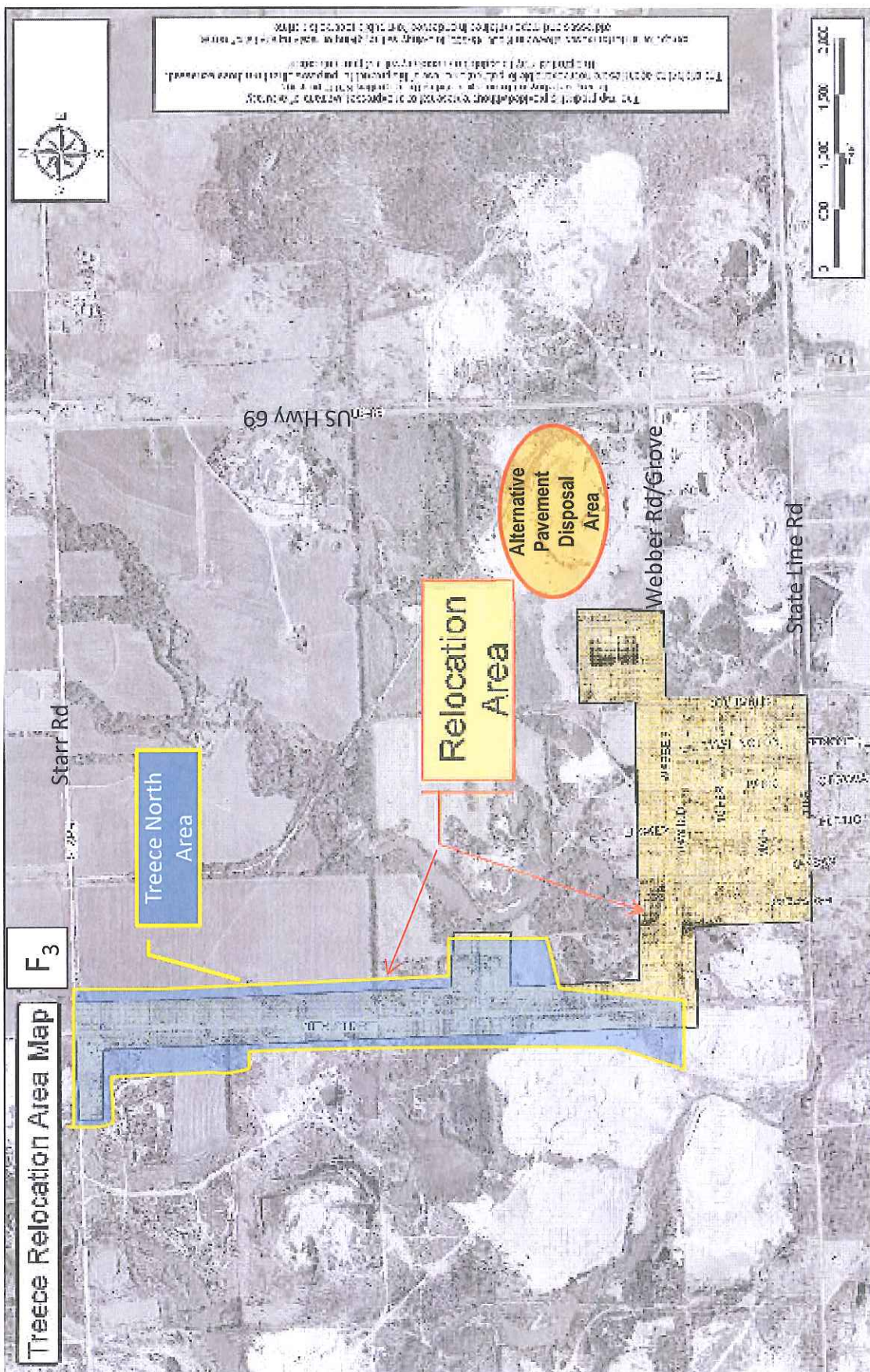


1 = Module 1 (Structures)

Treece, Kansas Relocation Area Map

Treece Relocation Area Map

F₃



Bid Sheets

Module 1 – Structures

Module 2 – General Debris

Module 3 – Streets and Pavement

Module 4 – Seeding and Restoration Grading

Module 5 – Miscellaneous Unit Rates

BID SHEETS - DEMOLITION & RESTORATION RFP**Treece Relocation Assistance Trust**

Revised bid sheets incorporating asbestos abatement costs in addition to tasks noted below will be prepared upon receipt of the asbestos assessment data.

MODULES 1 and 2

Module 1: Standard demolition of structures on residential and non-residential property, including general debris cleanup for the associated parcels of property.

Module 2: General property clean up for vacant lots or other areas without significant structures (e.g. No permanent structures with foundations or a framework permanently affixed to the land).

Prop = Property

Mod = Module

Lot 1 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORW25	1-2	1	Wood-frame	
ORM17L	3-4	1	Wood-frame	
Total =				

Lot 2 - Original Plat**No Demolition Planned****Lot 3 - Original Plat** Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM08	1-3	2	General Debris	
ORM17L	4-5	2	General Debris	
Total =				

Lot 4 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM13	1-2	2	General Debris	
V07	3-4	2	General Debris	
Total =				

Lot 5 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
V11	1-2	2	General Debris	
V31	3	2	General Debris	
V37	4-6	2	General Debris	
ORW04	12	1	Wood-frame	
Total =				

Lot 6 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
V09	1-2	2	General Debris	
V29	3-6	2	General Debris	
ORM20	9-10	2	General Debris	
ORM18	11-12	2	General Debris	
ORW28	13	1	Wood-frame	
V36	14-15	2	General Debris	
S13	17	1	Wood-frame	
ORW15	18	1	Wood-frame	
Total =				

Lot 7 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORW18	1-2	2	General Debris	
S04	3	1	Wood-frame	
ORM24	4-6	2	General Debris	
V14	7-8	2	General Debris	
S06	9	1	Wood-frame	
ORW22	10-13	1	Wood-frame	
ORM31	14-15	2	Wood-frame	
Total =				

Lot 8 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
V32	1-2	1	Mobile Home	
ORW08	3-4	1	Wood-frame	
ORM01	5	2	General Debris	
ORW02	6	1	Wood-frame	
ORM23	7-8	2	General Debris	
V01	9-10	2	General Debris	
S02	11-12	1	Wood-frame	
Total =				

Lot 9 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM10	1-3	2	General Debris	
ORM11	4-9	1	Wood-frame	
ORM37	10-13	2	General Debris	
ORM29	14-15	2	General Debris	
ORW07	16	1	Wood-frame	
ORW24	17-18	1	Wood-frame	
Total =				

Lot 10 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM07	1-3	2	General Debris	
V25	5	2	General Debris	
NR2	7-12	1	Concrete block	
ORM40	16-18	2	General Debris	
ORW17	19-21	2	General Debris	
Total =				

Lot 11 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM38	4-6	2	General Debris	
ORW16	7-11	2	General Debris	
V30	12-13	1	Concrete Block	
ORW20	14-18	1	Wood-frame	
ORM02	19-21	2	General Debris	
Total =				

Lot 12 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM26	1-3	1	Wood-frame	
V12	5-7	1	Wood-frame	
ORW19	10-18	1	Wood-frame	
Total =				

Lot 13 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORW05	1-6	1	Wood-frame	
ORW26	7-8	1	Wood-frame	
ORW13	9-12	1	Wood-frame	
ORM03	13-18	2	General Debris	
Total =				

Lot 14 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
NR-4	1-4	1	Wood-frame	
ORW16	5-7	1	Wood-frame	
ORM39	13-14	2	General Debris	
V35	15	2	General Debris	
V17	17	2	General Debris	
V18	18-19	2	General Debris	
NR3	20-21	1	Conc. Block	
Total =				

Lot 15 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM15	1-8	2	General Debris	
NR1	9-10	1	Concrete Bldg	
S07	11-12	1	Wood-frame	
ORM25	13-18	2	General Debris	
S08	19-20	1	Wood-frame	
ORW23	21	1	Wood-frame	
Total =				

Lot 16 - Original Plat Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORW01	1-3	1	Bldg remnants	
V06	4-5	2	General Debris	
V03	6	2	General Debris	
ORM22	7-9	1	Mobile Home	
ORW14	10-11	1	Wood-frame	
S05	12	1	Wood-frame	
NR5	13	2	General Debris	
ORM05	14-15	2	General Debris	
ORW12	16-17	1	Wood-frame	
Total =				

Lot 1-Chubbs 1st Add Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM27	1-2	2	General Debris	
Total =				

Lot 2-Chubbs 1st Add Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM27	1-12	2	General Debris	
Total =				

Lot 3-Chubb's 1st Add Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORM32	1	1	Wood-frame	
ORW21	2-3	1	Wood-frame	
ORW29	4	1	Wood-frame	
ORM28	5-6	2	General Debris	
V33	9-11	2	General Debris	
S01	12	1	Wood-frame	
Total =				

Lot 4-Chubb's 1st Add Time to complete: _____ days

Prop ID#	Lots	Mod	Structure Type	Price
ORW06	1-4	1	Wood-frame	
ORW10	5-6	1	Wood-frame	
ORW11	7-10	1	Wood-frame	
S11	11-12	2	General Debris	
ORW14	10-11	1	Wood-frame	
Total =				

PROPERTIES OUTSIDE TREECE CITY LIMITS

Group 1 - Assigned with Chubbs Lot 4

Time to complete: _____ days

Prop ID#	Location Info	Mod	Structure Type	Price
ORW09	438 Prospect - NW corner of Prospect & State Line (city limits map)	2	General Debris	
ORW03	11974 SW 10th - NW cor of Grove Rd and SW 10th (Treece North Map)	1	Wood-frame	
ORM35	11733 SW 10th - 350' So. of Groundhog and SW 10th (Treece North Map)	1	Wood-frame	
ORM30	11583 SW 10th - 500' No. of Groundhog and SW 10th (Treece North Map)	1	Wood-frame	
ORM-19	11567 SW 10th - 650' No. of Groundhog and SW 10th (Treece North Map)	1	Wood-frame	
S03	11507 SW 10th - 870' No. of Groundhog and SW 10th (Treece North Map)	2	General Debris	
Total =				

Group 2

Time to complete: _____ days

Prop ID#	Location Info	Mod	Structure Type	Price
ORM12	11238 SW 10th Rd - 1/4 mile So. of Star Rd & SW 10th (Treece North Map)	2	General Debris	
ORM21	11082 SW 10th - 450' So. of Starr Rd & SW 10th (Treece North Map)	2	General Debris	
ORM33	1024 SW Starr Rd - SW corner of Starr Rd and SW 10th (Treece North Map)	1	Wood-frame	
ORM27	1098 SW Starr Rd. - 550' West of Starr Rd and SW 10th (Treece North Map)	2	General Debris	
Total =				

Total all Module 1 and 2 Parcels = \$ _____

Initial Each Page _____

MODULE 3

MODULE 3: Removal of pavement, such as concrete or asphalt and typically is related to streets, driveways and parking pads. All unit rates should include equipment and labor.

Concrete Removal: Parcel-specific awards will be dependent on the funding availability and the unit rate for removal and disposal.

Streets Option 1: Includes breaking up and removing all asphalt streets. For estimating purposes bidders may assume a total of approximately 21,300 sq. yd. of asphalt streets. Street thickness is anticipated to be approximately 3 inches or less. Bidder is repsonisible for all hauling costs associated with Streets Option 1.

Streets Option 2: Substitutes milling of the entire depth of asphalt streets for a beneficial use by the Cherokee County Highway Department. For estimating purposes bidders may assume a total of approximately 21,300 sq. yd. of asphalt streets. Street thickness is anticipated to be approximately 3 inches or less. Cherokee County will be responsible for hauling the milled material out of Treece and will provide 12 trucks with drivers for hauling. Milling can only be completed between the hours of 8:30 a.m. - 3:30 p.m. on M-F (excluding holidays), unless Cherokee County drivers are

Concrete Removal Tasks	Unit	\$/Unit
Removal Equipment - Mobilization	Lump	
Removal (Concrete Only)	Sq. Yd.	
Transport - Landfill	Sq. Yd.	
Disposal Fees - Landfill	Sq. Yd.	
Concrete Transport Alternative - Private repository aproximately 1,000 feet northeast of the city wastewater lagoons on northeast corner of town	Sq. Yd.	

Streets Option 1 - Removal and Landfill Disposal	Unit	\$/Unit
Removal (Asphalt Only)	Lump	
Transport - Landfill	Sq. Yd.	
Disposal Fees - Landfill	Sq. Yd.	
Asphalt Tranport Alternative - Private repository approximately 1,000 feet northeast of the city wastewater lagoons on northeast corner of town.	Sq. Yd.	

Streets Option 2 - Asphalt Milling Tasks	Unit	\$/Unit
Asphalt Milling - Mobilization	Lump	
Asphalt Milling (Assumes 12 standard dump trucks with drivers provided at no cost to bidder by the Cherokee County Roads Department and delivery of milled asphalt to a location within 15 miles of Treece.)	Sq. Yd.	

Contractor shall verify street thicknesses prior to bid submittal

MODULE 4

MODULE 4: Sewer system abandonment, culvert removal, final grading of the demo areas, seeding, and fertilization. Priced on a per unit basis.

Excavation and earthwork: Anticipates including abandoning the city sewer system manholes and lift station, filling low areas created by foundation and pavement removals and final grading to promote positive surface water runoff. Trust and Contractor will mutually agree upon the scope of work and costs determined by unit rates prior to implementation.

Task	Unit	\$/Unit
Seeding and Erosion Control		
Seeding - Fescue	Acre	
Temporary Seeding - Ryegrass	Acre	
Fertilization	Acre	
Seedbed Preparation - Tractor and disk	Acre	
Seedbed protective mulch - Straw or native grass w/crimper	Acre	
Seedbed Preparation - Tractor and disk	Acre	
Erosion control Silt Fence - Installed	Ln. Ft.	
Labor		
General Laborer	Hour	
Operator - Light equipment and trucks	Hour	
Operator - Heavy equipment	Hour	
Heavy Equipment		
Road Grader	Hour	
Dozer	Hour	
Front end loader	Hour	
Backhoe	Hour	
Dump truck	Hour	
Light Equipment		
Skid steer loader	Hour	
3/4 - 1 ton pickup	Hour	
Water Truck	Hour	
Tractor and disk	Hour	

MODULE 5**Module 5: Other Services as requested on a unit rate basis.**

Unit rates for additional property not specified in the RFP.

Task	Unit	\$/Unit
Demolition - Buildings (Wood frame const. incl floors)	Sq. ft.	
Demolition - Buildings (Metal frame const. incl floors)	Sq. ft.	
Demolition - Buildings (Concrete wall const. incl floors)	Sq. ft.	
Lots - General Debris Trash Cleanup	Sq. yd.	
2-man crew for light demolition - hand equipment included	Hour	

Notice To Proceed Form



Contract No.: TRA Trust 2011-03

File: Cherokee County – Treece, KS Relocation C3-011-72724 (6.3 Demo Award _____)

Weekly Status Report Form

Notice of Completion Form

Contract No.: TRA Trust 2011-03

City, St. Zip: _____

[illegible]

Contractor Name

Contractor Parcel Demolition Report Form

Treece Relocation Assistance Project - Demolition Contract TRA Trust 2011-03

Construction Completed: _____ Completion Approval Date: _____

05 - Other (please describe) _____

O = Other (describe)

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (see back page).

Total for this Sheet =	-	-
------------------------	---	---

CONTRACTOR PARCEL DEMOLITION REPORT

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities)

Parcel Disposal Summary - Total Materials Generated (Complete only one per parcel on last sheet of project)

This section calculates the total materials generated during the parcel demo

Disposal Type	Parcel Total	
	Tons	Cubic Yds
01 - Salvage, Reuse or Recycling of building materials	-	-
02 - Recycled Asphalt (i.e. Milled for reuse)	-	-
03 - Disposal of demolition material at a landfill or transfer station.	-	-
04 - Non-Permitted Property - Disposal of inert-only materials	-	-
05 - Other (see daily log)	-	-
Total Quantities For This Parcel=		-

Suggested Conversion Factors: From Cubic Yards to Tons (Only use when scales are not available)

Asphalt - Milled: 1 CY milled asphalt = approx 1.2 tons

Asphalt - Chunks: 1 CY broken chunk asphalt = 0.61 tons

Concrete - Chunks: 1 CY broken chunk concrete = 1 tons.

Attach all load tickets for asphalt millings, landfill scale tickets, recycling receipts tickets, etc.

Contractor Certification of Completion

I certify under penalties of perjury that all information contained in this final parcel including all attachments hereto, is correct and complete to the best of my knowledge.

Signature

Date:

Printed Name

Title

Company Name and Location